

Parcel 2-10-76-01
Project CJI-000-2(25)
Eloy Junkyard

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF ELOY

Agreement No. _____

PARTIES

This agreement entered into this 11th day of February, 1980, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through its Department of Transportation, hereinafter called "STATE", and the CITY OF ELOY, hereinafter called "CITY",

STATUTORY AUTHORIZATION

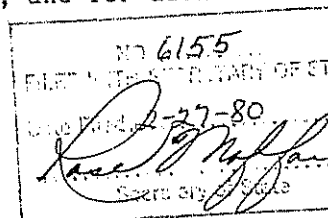
WHEREAS, the Director of the Department of Transportation is empowered by Arizona Revised Statutes, Section 28-108, to enter into this Agreement and the Director has given his authorization to draft this Agreement by that certain Resolution attached hereto and incorporated herein as Exhibit "A", and

WHEREAS, the Director is empowered by Arizona Revised Statutes, Section 28-2132, to screen junkyards within one thousand feet of the interstate highway system, and

WHEREAS, CITY is empowered by Arizona Revised Statutes, Section 9-672, to enter into this Agreement and acting by and through its duly elected governing body, has, by that certain resolution attached hereto and incorporated herein as Exhibit "B" resolved to enter into this agreement and has authorized the undersigned, as its representative to execute the same on behalf of said CITY,

PURPOSE

WHEREAS, the purpose of this agreement is to create an effective working relationship between CITY and STATE to screen from view of the traveling public of Interstate Highway 10, the junkyard at the intersection of Fir Street and Penn Street in the City of Eloy, and for additional screening along "D" Street, and



WHEREAS, STATE wishes to plant vegetation and construct an irrigation system to water said vegetation upon City owned roadway right of way for the purpose of providing said screening.

METHOD

NOW, THEREFORE, in consideration of the mutual covenants herein-after to be kept by all parties, it is mutually agreed as follows:

STATE SHALL:

1. Submit plans to CITY for its review and comments prior to beginning construction.
2. Install irrigation or sprinkling devices and plant vegetation, at its sole expense, as part of Project CJI-000-2(25), at such a location, and in such a manner that will, in the opinion of State's Roadside Development Services, effectively screen the junkyard from view.
3. Maintain the planted vegetation and irrigation system for a period of three (3) years, to ensure its growth pattern. State shall, at the end of three years, relinquish any right, title and interest in the subject vegetation and irrigation system to City. It being the intent of the parties that City shall maintain all ownership rights in the real property, and obtain ownership right in the vegetation and irrigation system at the expiration of this Agreement.

CITY SHALL:

1. Grant and does hereby grant to State a Temporary Easement on the northerly side of said Fir Street, the easterly side of said Penn Street and on the westerly side of said "D" Street for the construction of Project CJI-000-2(25) and the maintenance thereof, for three (3) years, as shown shaded on the plat attached hereto and made a part hereof.
2. Assume full responsibility for maintenance and replacement of vegetation and the irrigation system after the initial 3-year period.
3. Make no changes in subject vegetation and irrigation system for the duration of this Agreement and thereafter as long as the junkyard remains in its present location.

HOLD HARMLESS

4. During the initial three (3) year period, save and hold State harmless from all liability, except for negligence on the part of State or its employees or agents, to any and all persons whether for personal injuries or otherwise and from any claim of any person of damage to or loss of property by reason of maintenance of said vegetation and irrigation system, or by reason of anything done or permitted to be done or omitted to be done by City, in and about the area of said vegetation during the initial three (3) year period.

MANNER OF FINANCING

Costs for the construction of this project and the maintenance costs for the initial three (3) year period shall be charged to Project CJI-000-2(25).

Thereafter the maintenance costs to be borne by CITY shall be included in CITY's annual budget.

DURATION

This Agreement shall remain in force and effect until the work herein embraced has been completed and the parties herto shall retain any continuing obligations contemplated by this Agreement. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor, pursuant to Arizona Revised Statutes, Section 38-511.

FILING WITH SECRETARY OF STATE

This Agreement shall become effective on the date of filing with the Secretary of State.

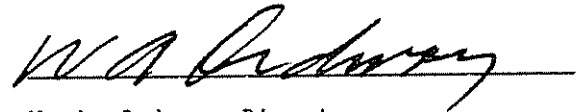
ATTORNEY'S APPROVAL

Attached to this Agreement and incorporated herein by reference is Exhibit "C" which is a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the
day and year first above written.

STATE OF ARIZONA

ARIZONA DEPARTMENT OF TRANSPORTATION



W. A. Ordway, Director

Arizona Department of Transportation

CITY OF ELOY



Mayor

ATTEST:




CITY CLERK

WRL:df

1-18-80

RESOLUTION

Be It Resolved on this 31st day of August, 1979, that I, W. A. Ordway, Director of the Arizona Department of Transportation, have determined that, pursuant to A.R.S. 28-108, it is in the best interest of the State of Arizona for the Department of Transportation, acting by and through its Highways Division, to enter into an Inter-governmental Agreement with the City of Eloy for the utilization of City owned right of way to plant and maintain vegetation to effectively screen the junkyard at the intersection of Penn and Fir Street from view of the East Bound traveling public of Interstate Highway 10. Therefore, authorization is hereby given to draft said agreement, which, upon completion, shall be submitted for approval and execution.



W. A. Ordway, Director
Arizona Department of Transportation

EXHIBIT "A"

RESOLUTION 80-125A

A RESOLUTION BY THE COMMON COUNCIL OF THE CITY OF ELOY, ARIZONA, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION TO SCREEN FROM VIEW A JUNKYARD WITHIN ONE THOUSAND FEET OF THE INTERSTATE HIGHWAY SYSTEM.

WHEREAS, the City Council of the City of Eloy believes that it is in the best interest of the City; and

WHEREAS, pursuant to Arizona Revised Statutes, Section 28-108, 28-2132, 11-952 and 9-672 the State of Arizona, Department of Transportation and any City may enter into an intergovernmental agreement to screen from view a junkyard within one thousand feet of the interstate highway system;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ELOY, ARIZONA,

1. That the Mayor is authorized in accordance with Arizona Revised Statutes, Sections 9-672 and 11-952 to enter into an Intergovernmental Agreement with the State of Arizona Department of Transportation for the utilization of City owned rights of way to plant and maintain vegetation to effectively screen the junkyard at the intersection of Penn and Fir Street from view of the East Bond Traveling public of Interstate Highway 10.

APPROVED AND ADOPTED BY THE CITY COUNCIL this 11th day of February, 1980.

Robert D. Focis
MAYOR

ATTEST:

Flora Linda
CITY CLERK

APPROVED AS TO FORM

Richard LaPaglia, Jr.
Richard La Paglia, Jr.
City Attorney

EXHIBIT B

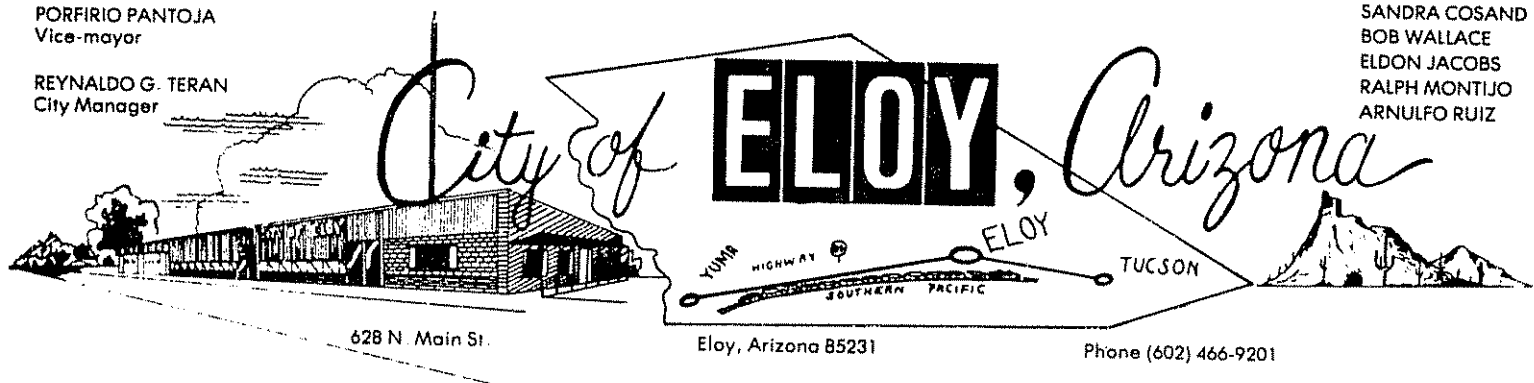
ROBERT D. FACIO
Mayor

PORFIRIO PANTOJA
Vice-mayor

REYNALDO G. TERAN
City Manager

Council Members:

SANDRA COSAND
BOB WALLACE
ELDON JACOBS
RALPH MONTIJO
ARNULFO RUIZ



APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed inter-governmental agreement between the State of Arizona, Department of Transportation and the City of Eloy and declare the agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

Dated this 8th day of February, 1980.

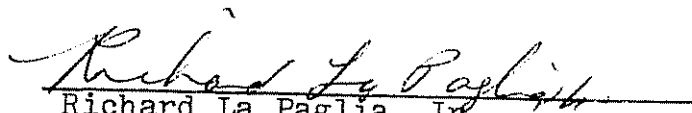

Richard La Paglia, Jr.
City Attorney

EXHIBIT "C"



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 80-136, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21st day of February, 1980.

ROBERT K. CORBIN
Attorney General

Assistant Attorney General
Transportation Division